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September 4, 2007

Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**RECOMMENDATION TO APPROVE AND ADOPT THE AMENDED
AND RESTATED JOINT EXERCISE OF POWERS AGREEMENTS OF THE
"WESTSIDE CITIES COUNCIL OF GOVERNMENTS" AND THE "GATEWAY CITIES
COUNCIL OF GOVERNMENTS"
(SUPERVISORIAL DISTRICTS 1, 2 3, and 4)
(3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and adopt the Amended and Restated Joint Exercise of Powers Agreement of the "Gateway Cities Council of Governments" in order to expand membership for the County of Los Angeles in the Gateway Cities Council of Governments to include Supervisorial Districts 1 and 2, along with Supervisorial District 4 which is currently a member.
2. Approve and adopt the Amended and Restated Joint Exercise of Powers Agreement of the "Westside Cities Council of Governments" in order to provide membership for the County of Los Angeles in the Westside Cities Council of Governments.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On January 23, 2007, your Board authorized the Chief Executive Officer (CEO) to negotiate a Joint Exercise of Powers Agreement (JPA) with the Gateway Cities Council of Governments (GCCOG) to expand membership for the County of Los Angeles in the GCCOG to include Supervisorial Districts 1 and 2, along with Supervisorial District 4

Board of Supervisors
GLORIA MOLINA
First District

YVONNE B. BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

which is currently a member and to identify a funding source for dues. The Governing Board of the GCCOG is currently comprised of representatives of 27 member cities and one representative from the County Board of Supervisors.

On July 16, 2007, your Board authorized the CEO to consult with the Westside Cities Council of Governments (WSCCOG) in the development of an amendment to the WSCCOG JPA to include the County of Los Angeles as an official member of the WSCCOG and to identify a funding source to pay the WSCCOG annual dues. The WSCCOG is comprised of 5 member cities. There is currently no County representative on the WSCCOG Governing Board.

The GCCOG and the WSCCOG advocate on behalf of their subregional area with regional, state and federal agencies on issues of importance to the Southeast and Westside areas, respectively, of Los Angeles County. Both the GCCOG and the WSCCOG also provide a forum for the review, study, consideration and development of public policies and plans with regional significance such as economic health, transportation and improved mobility, land use, housing, homelessness, air quality, homeland security and emergency preparedness.

In order to have a voice in the collaborative planning and policy decisions made by the GCCOG and the WSCCOG, it is recommended that your Board, as the governing body of the County of Los Angeles, adopt the amended JPAs (Attachments A and C), which add County membership on the WSCCOG and increase County membership on the GCCOG.

Implementation of Strategic Plan Goals

The recommended action fully supports Community Services (Goal 6) of the County's Strategic Plan. Approval and adoption of the JPAs for the GCCOG and WSCCOG by your Board will increase the County's ability to enhance the quality of life for residents in the affected communities.

FISCAL IMPACT/FINANCING

On February 13, 2007, your Board approved \$0.2 million in ongoing funding for membership fees for the GCCOG and San Gabriel Valley COG. As there is sufficient funding available to also cover membership fees for the WSCCOG, the amount allocated for COG funding will now be divided to pay dues for County memberships in all three COGs.

GCCOG County Membership Fees: First, Second and Fourth Districts

Individual District Memberships

Currently, the County is a member of the GCCOG with all unincorporated areas in the GCCOG's region represented by the Fourth Supervisorial District. Expanding the County's membership in the GCCOG by two additional seats, one each from Supervisorial Districts 1 and 2, the cost for membership fees will be \$53,283. The following is a breakdown of that cost:

District	Population	Per Capita Assessment	Base Dues	Total*
First District	196,805	\$15,745.00	\$8,000.00	\$23,745.00
Second District	96,074	\$7686.00	\$8,000.00	\$15,686.00
Fourth District	54,400	\$4,352.00	\$9,500.00	\$13,852.00
TOTALS	347,279	\$27,783.00	\$25,500.00	\$53,283.00

* The formula for membership establishes a base dues of \$9,500 plus \$.08 per capita for the **unincorporated** territory within the COG. In the case of the County, the two additional seats would add \$16,000, or \$8,000 per seat.

WSCCOG Membership Fees: Second, Third, and Fourth Districts

The annual membership dues for the WSCCOG will be \$15,000 per seat, which covers the fees for Supervisorial District 3. Supervisorial District 2 and 4 will serve as the Alternate and Second Alternate representative to the WSCCOG Governing Board, respectively.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

GCCOG

In response to your Board's request for the CEO to negotiate for County membership with the GCCOG, amendments to the JPA are proposed to allow the County greater flexibility in appointing representatives to the GCCOG as follows:

Section 5A - The County may have one, two, or three Board Representatives. The Board Representative(s) for the County must reside in and/or represent one of the First, Second, or Fourth Supervisorial Districts and shall be selected by the respective County Supervisor for each District.

Section 5B - The County may have one, two, or three Alternate Board Representatives, each acting as an alternate for only one of the Board Representatives for the First, Second, and/or Fourth Supervisorial Districts. The Alternate Board Representative(s) for the County shall be selected by the respective County Supervisor(s) for the First, Second, or Fourth Supervisorial Districts and must reside in and/or represent that same Supervisorial District.

The GCCOG Bylaws (Attachment B) are attached as reference.

WSCCOG

In correspondence dated June 17, 2007, the WSCCOG formally invited the County of Los Angeles to become a member of the WSCCOG. The County representative to the WSCCOG Governing Board and the Alternate County Representative must be a member of the Board of Supervisors. In order to formalize this action, amendments to the JPA and Bylaws are proposed to allow for County membership in the WSCCOG as follows:

Section 5A.3 - The County shall designate one member of the Board of Supervisors from the Second, Third, or Fourth Supervisorial District to serve as representative on the WSCCOG Governing Board.

Section 5B.3 - The County shall designate one member of the Board of Supervisors from the Second, Third, or Fourth Supervisorial District as an alternate representative to serve in the absence of the Governing Board Representative.

As directed by your Board on July 17, 2007, and in accordance with the Bylaws (Attachment D) for the WSCCOG, Supervisor Yaroslavsky will serve as the County representative on the Governing Board of the WSCCOG, Supervisor Burke will serve as the Alternate Governing Board Representative, and Supervisor Knabe will serve as the second Alternate Governing Board Representative.

Pursuant to Government Code Section 6500, *et seq.*, your Board may enter into agreements with other public agencies for the joint exercise of powers common to those contracting agencies. The amended and restated JPAs for the GCCOG and WSCCOG have been approved as to form by County Counsel.

IMPACT ON CURRENT SERVICES

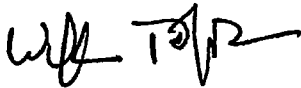
There is no immediate impact on current services; however, participation in the GGCOG and WSCCOG allows your Board to be involved in the development and implementation of subregional policies and plans of regional significance to the Southeast and Westside areas, respectively, of Los Angeles County.

CONCLUSION

Upon approval by your Board, the adopted Amended and Restated JPAs must be forwarded to each of the GCCOG and WSCCOG member cities, respectively, for approval by a majority of the total voting membership of the Governing Board in order for the County's memberships in the GCCOG and WSCCOG to become effective. Subsequent to that action, your Board will approve the appointment of representatives to the GCCOG for Supervisorial Districts 1 and 2.

At such time as the recommendation is approved by your Board, please return a copy of this letter and two executed originals of each of the adopted JPAs (Attachments A and C) to the Chief Executive Office, Office of Unincorporated Area Services.

Respectfully submitted,



WILLIAM T FUJIOKA
Chief Executive Officer

WTF:LS
DSP:AG:ib

Attachments

c: County Counsel
Gateway Cities Council of Governments
Westside Cities Council of Governments

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ATTACHMENT A

AMENDED AND RESTATED
JOINT EXERCISE OF POWERS AGREEMENT
OF THE
GATEWAY CITIES COUNCIL OF GOVERNMENTS
(A JOINT POWERS AUTHORITY)

Prepared *pro bono* by Burke, Williams & Sorensen

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AMENDED AND RESTATED
JOINT EXERCISE OF POWERS AGREEMENT
OF THE
GATEWAY CITIES COUNCIL OF GOVERNMENTS
(A JOINT POWERS AUTHORITY)

This Amended and Restated Joint Exercise of Powers Agreement of the Gateway Cities Council of Governments ("Agreement") is made and entered into by and between the public entities (collectively, "Members") whose names are set forth on Exhibit A, attached hereto and incorporated herein by this reference, pursuant to Section 6500 *et seq.* of the Government Code and other applicable law:

WITNESSETH:

The parties hereto do agree as follows:

Section 1. Recitals. This Agreement is made and entered into with respect to the following facts.

A. Historically, the cities in Southeast Los Angeles County have worked together on an as needed basis to address area wide problems and issue; ranging from flood control, groundwater contamination, transportation, solid waste, air quality and through numerous professional groupings of city officials to address legislative than and other issues. However, the growing need for the cities in Southeast Los Angeles County to develop and implement their own sub-regional policies and plans and voluntarily and cooperatively resolve differences among themselves requires a more representative and formal structure.

B. There is further a growing need for the cities in Southeast Los Angeles County to involve the unincorporated areas of Los Angeles County (the "County") located in the Southeast Los Angeles County in the development and implementation of subregional policies and plans and in the voluntary and cooperative resolution of differences between the cities and the unincorporated areas.

C. The public interest requires a joint powers agency to conduct studies and projects designed to improve and coordinate the common governmental responsibilities and services on an area-wide and sub-regional basis through the establishment of a council of governments;

D. The public interest requires that an agency explore areas of inter-governmental cooperation and coordination of government programs and provide recommendations and solutions to problems of common and general concern to its Members;

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E. The public interest requires that an agent with the aforementioned goals not possess the authority to compel any of its members to conduct any activities or implement any plans or strategies that they do not wish to undertake (except for the payment of dues);

F. Each Member is governmental entity established by law with full powers of government in legislative, administrative, financial, and other related fields;

G. Each Member, by and through its legislative body, has determined that a sub regional organization to assist in planning and voluntary coordination among the cities and unincorporated areas in Southeast Los Angeles County is required in furtherance of the public interest, necessity and convenience; and

H. Each Member, by and through its legislative body, has independently determined that the public interest, convenience and necessity requires the execution of this Agreement by and on behalf of each such Member.

Section 2. Creation of Separate Legal Entity. It is the intention of the Members to create, by means of this Agreement, a separate legal entity within the meaning of Section 6503.5 of the Government Code. Accordingly, there is hereby created a separate legal entity which shall exercise its powers in accordance with the provisions of this Agreement and applicable law.

Section 3. Name. The name of the said separate legal entity shall be the Gateway Cities Council of Governments ("Council").

Section 4. Purpose and Powers of the Council.

A. Purpose of Council. The purpose of the creation of the Council is to provide a vehicle for the Members to voluntarily engage in regional and cooperative planning and coordination of government services and responsibilities to assist the Members in the conduct of their affairs. It is the clear intent among the Members that the Council shall not possess the authority to compel any of its members to conduct any activities or implement any plans or strategies that they do not wish to undertake (except for the payment of dues). The goal and intent of the Council is one of voluntary cooperation among cities and unincorporated communities for the collective benefit of cities and unincorporated communities in Southeast Los Angeles County.

B. Common Powers. The Council shall have, and may exercise, the following powers:

- (1) Serve as an advocate in representing the Members of the Gateway Cities Council of Governments at the regional, State and Federal levels on issues of importance to Southeast Los Angeles County;

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- (2) Serve as a forum for the review, consideration, study, development and recommendation of public policies and plans with regional significance, including but not limited to the following:
- (a) Promote the economic development of the sub-region by maximizing the sub-region's competitive advantage, to overcome influences that are eroding the sub-region's economy and to work cooperatively with the private sector;
 - (b) Assume responsibility for the sub-regional transportation planning process, to advocate for maximum public sector funding for the sub-region's transportation needs, to create an open process for determining the sub-region's transportation priorities, to elevate the decision making process to the elected officials upon the recommendations of the City Managers of the sub-region;
 - (c) To be sufficiently involved in the activities of the South Coast Air Quality Management District so as to respond to District actions affecting the best interests of the members of the Council of Governments;
 - (d) To be sufficiently involved in the oversight and management of the data base of the sub-region, including but not limited to the areas of population, employment, and housing so as to avoid manipulation of the data base by others that is not in the best interest of the sub-region; and to strive for accurate and true measures of the needs of the sub-region when judged on a statistical measure for funding, representation or any other purpose;
 - (e) To perform the Southern California Association of Governments (SCAG) sub-regional planning process;
 - (f) Work with the sub-region's State and Federal elected representatives for the benefit of the members of the Council of Governments;
 - (g) Seek to maximize and protect the sub-region's fair share of all State and Federal funding;
 - (h) Serve as a mechanism for obtaining State, Federal or regional grants to assist in financing the expenditures of the Council of Governments;

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- (3) Assist in resolving conflicts among its Members in Southeast Los Angeles County as they work to achieve common goals;
- (4) Explore practical areas for voluntary intergovernmental cooperation in improving the administration or efficiency in the delivery of government services;
- (5) Work toward building consensus among its Members in Southeast Los Angeles County as they strive for common goals for themselves the sub-region;

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- (6) Make and enter into contracts, including contracts for the services of engineers, consultants, planners, attorneys, and single purpose public or private groups;
- (7) Employ agents, officers and employees;
- (8) Apply for, receive and administer a grant or grants under any federal, state or regional programs;
- (9) Receive gifts, contributions and donations of property, funds, services and other forms of financial assistance from persons, firms, corporations and any governmental entity;
- (10) Lease, manage, maintain, and operate any buildings, works or improvements; and
- (11) Delegate some or all of its powers to the Executive Director as hereinafter provided.

C. Exercise of Powers. The Council shall, in addition, have all implied powers necessary to perform its functions. It shall exercise its powers only in a manner consistent with the provisions of applicable law, this Agreement and the Bylaws.

D. Restrictions on Exercise of Powers. In accordance with Government Code Section 6509, the powers of the Council shall be exercised in the manner prescribed in the Joint Exercise of Powers Act, Government Code Sections 6500 *et seq.*, as that Act now exists and may hereafter be amended, and shall be subject to the restrictions upon the manner of exercising such powers that are imposed upon the City of Paramount, a general law city, in the exercise of similar powers, provided, however, that if the City of Paramount shall cease to be a member, then the Council shall be restricted in the exercise of its power in the same manner as is the City of Pico Rivera, a general law city.

Section 5. Creation of Board of Directors. There is hereby created a Board of Directors for the Council ("Board") to conduct the affairs of the Council. The Board shall be constituted as follows:

A. Designation of Board of Directors Representatives. Except with regard to the County, one person shall be designated as a representative of the Board of Directors by the legislative body of each of the Members ("Board Representative"). The County, in its sole discretion, but subject to the requirement that it shall pay dues and assume all obligations under this Agreement in proportion to the number of its Representatives, shall have one, two or three Board Representatives. The Board Representative(s) for the County shall reside in and/or represent one of the First, Second or Fourth Supervisorial Districts and shall be selected by the respective County Supervisor for said District. The Mayor of the City of Long Beach shall be a

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Board Representative in addition to one person designated by that city's legislative body.

B. Designation of Alternate Board Representative. Except with regard to the County, one person shall be designated as an alternate representative of the Board by the legislative body of each of the Members ("Alternate Board Representative"). The County shall have one, two or three Alternate Board Representatives, each acting as an alternate for only one of the First, Second and/or Fourth Supervisorial Districts. The Alternate Board Representative(s) for the County shall be selected by the respective County Supervisor(s) for the First, Second or Fourth Supervisorial Districts and shall reside in and/or represent that same Supervisorial District.

C. Eligibility. No person shall be eligible to serve as a Board Representative or an Alternate Board Representative unless that person is, at all times during the tenure of that person as a Board Representative or Alternate Board Representative, a member of the legislative body of one of the appointing Members, except that Board Representatives and Alternate Board Representatives for the County do not have to be members of any legislative body but shall serve at the pleasure of their respective County Supervisors. Should any person serving on the Board fail to maintain the status as required by this Section 5, that person's position on the Board shall be deemed vacated as of the date such person ceases to qualify pursuant to the provisions of this Section 5 and the Member shall be entitled to appoint a qualified replacement.

Section 6. Use of Public Funds and Property. The Council shall be empowered to utilize for its purposes, public and/or private funds, property and other resources received from the Members and/or from other sources. Subject to the approval of the Board of Directors of the Council, the Members shall participate in the funding of the Council in such a manner as the Board shall prescribe, subject to the provisions of Section 26 of this Agreement. Where applicable, the Board of the Council may permit one or more of the Members to provide in kind services, including the use of property, in lieu of devoting cash to the funding of the Council's activities.

Section 7. Functioning of Board of Directors.

A. Voting and Participation. Each Member may cast only one vote for each issue before the Board through its representatives except that each Board Representative for the County may cast one vote which shall be independent of and separate from the vote of any other Board Representative for the County. An Alternate Board Representative may participate or vote in the proceedings of the Board only in the absence of that Member's Board Representative. Board Representatives and Alternate Board Representative seated on the Board of Directors shall be entitled to participate and vote on matters pending before the Board only if such person is physically present at the meeting of the Board of Director and if the Member which that Board Representative or Alternate Board Representative represents has timely and fully paid dues as required by this and the Bylaws. Each Board Representative (or the Alternate Board Representative) for the County who is physically present at the meeting of the Board shall be entitled to participate in and vote on matters pending before the Board without regard to the

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attendance or vote of any of the other Board Representatives for the County if all dues owed by the County for the Supervisorial District of said Board Representative or Alternate Board Representative are timely and fully paid as required by this Agreement and the Bylaws.

B. Proxy Voting. No absentee ballot or proxy shall be permitted.

C. Quorum. A quorum of the Board of Directors shall consist of not less than fifty percent (50%) plus one (1) of its total voting membership.

D. Committees. As needed, the Board may create permanent or ad hoc advisory committees to give advice to the Board of Directors on such matters as may be referred to such committee by the Board. All committees shall have a stated purpose before they are formed. Such a committee shall remain in existence until it is dissolved by the Board. Qualified persons shall be appointed to such committees by the Board and each such appointee shall serve at the pleasure of the Board. Committees, unless otherwise provided by law, this Agreement, the Bylaws or by direction of the Board, may be composed of representatives to the Board and non-representatives to the Board.

E. Actions. Actions taken by the Board shall be by not less than fifty percent (50%) plus one (1) of the voting representatives of the Board which are present with a quorum in attendance, unless by a provision of applicable law, this Agreement, the Bylaws or by direction of the Board of Directors, a higher number of votes is required to carry a particular motion.

Section 8. Duties of the Board of Directors. The Board shall be deemed, for all purposes, the policy making body of the Council. All of the powers of the Council, except as may be expressly delegated to others pursuant to the provisions of applicable law, this Agreement, the Bylaws or by direction of the Board, shall be exercised by and through the Board.

Section 9. Robert's Rules of Order. The substance of Robert's Rules of Order shall apply to proceedings of the Board, except as may otherwise be provided by provisions of applicable law, this Agreement, the Bylaws or by direction of the Board.

Section 10. Meeting of Board of Directors. The Board shall, by means of the adoption of Bylaws, establish the dates and times of regular meetings of the Board. The location of each such meeting shall be as directed by the Board.

Section 11. Election of Chair and Vice Chair. The Chair shall be the chairperson of the Board, shall conduct all meetings of the Board and perform such other duties and functions as required of such person by provisions of applicable law, this Agreement, the Bylaws or by the direction of the Board. The Vice Chair shall serve as Chair in the absence of the Chair and shall perform such duties as may be required by provisions of applicable law, this Agreement, the Bylaws, or by the direction of the Board or the Chair.

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At the first regular meeting of the Board, a Board Representative shall be elected to the position of Chair by the Board, and a different Board representative shall be elected to the position of Vice Chair of the Board. The terms of office of the Chair and Vice Chair elected at the first regular meeting of the Board shall expire at the regular meeting of the Board held in, June 1998, or upon election of replacements. Thereafter, a Board Representative shall be elected annually to the position of Chair, and a different Board Representative shall be elected to the position of Vice Chair of the Board at the regular meeting of the Board held June of each calendar year. Thereafter the terms of office of the Chair and Vice Chair shall commence and expire at the regular meeting of the Board held in June of each calendar year.

If there is a vacancy, for any reason, in the position of Chair or Vice Chair, the Board shall forthwith conduct an election and fill such vacancy for the unexpired term of such prior incumbent.

Section 12 Creation of Executive Committee of the Board of Directors.

A. An Executive Committee of the Board of Directors ("Executive Committee") is created to act on behalf of the Board of Directors, between meetings of the Board, within the scope of the adopted budget and within basic policies of the Board.

B. Members of the Executive Committee shall be the Chair and Vice-Chair of the Board of Directors and shall serve as the Chair and Vice-Chair of the Executive Committee. Ten additional Board Representatives shall be elected by the Board of Directors to serve as members of the Executive Committee. Additional positions on the Executive Committee shall be the Mayor of the City of Long Beach and a Member of the Board of Supervisors of the County of Los Angeles. The Board of Directors shall encourage geographic equity with respect to Executive Committee membership.

Section 13. Executive Director. The Executive Committee shall appoint an Executive Director upon concurrence by fifty percent (50%) plus one (1) of the total voting membership of the Board of Directors, a qualified person to be Executive Director on any basis the Executive Committee desires including, but not limited to, a contract or employee basis. The Executive Director shall be neither a Board Representative, nor an Alternate Board Representative, nor an elected official of any Eligible Public Entity (as defined in Section 24(c) of this Agreement). The Executive Director shall be the chief administrative officer of the Board. The Executive Director, shall receive such compensation as may be fixed by the Executive Committee with the concurrence of the Board of Directors. The Executive Director shall serve at the pleasure of the Board of Directors and may be relieved from such position at any time, without cause, by a vote of fifty percent. (50%) plus one (1) of the total voting membership of the Board of Directors taken at a regular, adjourned regular or special meeting of the Board. The Executive Director shall perform such duties as may be imposed upon that person by provisions of applicable law, this Agreement, the Bylaws, or by the direction of the Executive Committee.

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Section 14. Creation of City Manager Policy Advisory Committee. There is hereby created a City Managers Policy Advisory Committee ("Policy Advisory Committee") to advise the Board. The Policy Advisory Committee shall be constituted as follows:

A. Designation of City Manager Policy Advisory Committee Representatives. The City Manager (or person holding the equivalent position, which position differs only in title) of each of the Members, or in the case of the County, the Chief Administrative Officer ("CAO") or his designee, shall be designated as a representative of the City Managers Policy Advisory Committee ("Policy Advisory Committee Representative").

Eligibility. No person shall be eligible to serve as a Policy Advisory Committee Representative unless that person is, at all times during the tenure of that person as a Policy Advisory Committee Representative, a city manager (or person holding the equivalent position, which position differs only in title) of one of the appointing Members or in the case of the County, the CAO or his designee. Should any person serving on the Policy Advisory Committee fail to maintain the status as required by this Section 14, that person's position on the Policy Advisory Committee shall be deemed vacated as of the date such person ceases to qualify pursuant to provisions of this Section 14 and the Member shall be entitled to appoint a qualified replacement.

Section 15. Creation of City Managers Policy Advisory Steering Committee. There is hereby created a City Managers Policy Advisory Steering Committee ("Steering Committee") to advise the Executive Committee. The Steering Committee shall be constituted as follows:

A. Designation of Southeast Los Angeles County City Managers Group Chair. The Chair of the Southeast Los Angeles County ("SELAC") City Managers Group shall be a member of the Steering Committee regardless if he or she is employed by a city that is not a Member of the Council.

B. Election of Additional City Managers Policy Advisory Steering Committee Members. Five additional Policy Advisory Committee Representatives shall be elected by the Policy Advisory Committee to serve as members of the Steering Committee.

Section 16. Designation of Treasurer and Auditor. The Board of Directors shall, in accordance with applicable law, designate a qualified person to act as the Treasurer for the Council and a qualified person to act as the Auditor of the Council. The compensation, if any, of a person or persons holding the offices of Treasurer and/or Auditor shall be set by the Board of Directors.

Section 17. Council Treasurer and Council Auditor. The person holding the position of Treasurer of the Council shall have charge of the depositing and custody of all funds held by the Council. The Treasurer shall perform such other duties as may be imposed by provisions of applicable law, including those duties described in Section 6505.5 of the Government Code, and such duties as may be required by the Board of Directors. The Council's Auditor shall perform

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such functions as may be required by provisions of applicable law, this Agreement, the Bylaws and by the direction of the Board of Directors.

Section 18. Designation of Other Officers and Employees. The Board may employ such other officers or employees as it deems appropriate and necessary to conduct the affairs of the Council.

Section 19. Obligations of Council. The debts, liabilities and obligations of the Council shall be the debts, liabilities or obligations of the Council alone. No Member of the Council shall be responsible, directly or indirectly, for any obligation, debt or liability of the Council, whatsoever.

Section 20. Control and Investment of Council Funds. The Board of Directors shall adopt a policy for the control and investment of its funds and shall require strict compliance with such policy. The policy shall comply, in all respects, with all provisions of applicable law.

Section 21. Implementation Agreements. When authorized by the Board of Directors, affected Members may execute an Implementation Agreement for the purpose authorizing the Council to implement, manage and administer area-wide and regional programs in the interest of the local public welfare. The costs incurred by the Council in implementing a program, including indirect costs, shall be assessed only to those Members who are parties to that Implementation Agreement.

Section 22. Term. The Council created pursuant to this Agreement shall continue in existence until such time as this Agreement is terminated. This Agreement may not be terminated except by an affirmative vote of not less than fifty percent (50%) plus one (1) of the then total voting membership of the Board of Directors.

Section 23. Application of Laws to Council Functions. The Council shall comply with all applicable laws in the conduct of its affairs, including, but not limited to, the Ralph M. Brown Act. (Section 54950 *et seq.*, of the Government Code.)

Section 24. Member.

A. Withdrawal. A Member may withdraw from the Council by its written notice of withdrawal with the Chair of the Board of Directors 60 days before actual withdrawal. Such a withdrawal shall be effective at 12:00 o'clock a.m. on the last day of that 60 day period. The withdrawal of a Member shall not in any way discharge, impair or modify the voluntarily-assumed obligations of the withdrawn Member in existence as of the effective date of its withdrawal. Withdrawal of a Member shall not affect the remaining Members. A withdrawn Member shall not be entitled to the return of any funds or other assets belonging to the Council, until the effective date of termination of this Agreement, except that a withdrawn Member shall be entitled to the balance of the annual dues paid for the year by that Member which were intended for the remaining part of that year. Withdrawal from any Implementation Agreement

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shall not be deemed withdrawal from the Council. In addition to being entitled to completely withdraw from the Council, the County may also partially withdraw and reduce its annual dues with a corresponding reduction in its ability to participate in and vote on matters before the Board by filing a written notice of partial withdrawal with the Chair of the Board of Directors 60 days before the actual partial withdrawal. Such partial withdrawal shall indicate which Supervisorial District(s) shall remain active in the Council and which are being withdrawn and shall be effective at 12:00 o'clock am on the last day of that 60-day period. Partial withdrawal shall not change the rights and obligations of the County under this Agreement except that the County's annual dues shall be adjusted, on a pro rata basis, using the effective date of any Supervisorial District withdrawal and the County shall be entitled to the balance of the annual dues paid for the fiscal year by the County which were intended for the remaining part of that fiscal year for the Supervisorial District(s) being withdrawn from participation and the County shall no longer be able to participate in or vote on behalf of the withdrawn Supervisorial District(s) on any matter before the Board or Council committees.

B. Non-Payment of Dues. If a Member fails to pay dues within three months of the annual dues assessment as required under Section 26 of this Agreement and the Bylaws, and after a 30-day written notice is provided to that Member, the Member shall be deemed to be suspended from this Agreement and the Council. When a Member is suspended, no representative of that Member shall participate or vote on the Board of Directors. Such a Member shall be readmitted only upon the payment of all dues then owed by the Member, including dues incurred prior to the suspension and during the suspension. In the case of the County, if the County fails to pay dues for one or more of its Supervisorial Districts within three months of the County's annual dues assessment as required under Section 26 of this Agreement and the Bylaws, and after a 30-day written notice is provided to the County, no representative of the delinquent Supervisorial District(s) shall participate or vote on the Board. The delinquent Supervisorial District(s) shall be able to resume participation and voting on the Board only upon the payment of all dues then owed by the County on behalf of the delinquent Supervisorial District including dues incurred prior to and during the period of non-payment by the County.

C. Admitting Eligible Members. Eligible public entities whose names are set forth on Exhibit A to this Agreement ("Eligible Public Entities") shall be admitted to the Council by 1) adopting this Agreement by a majority vote of the legislative body of the Eligible Public Entity, 2) properly signing this Agreement, and 3) paying in full all dues owed for then current fiscal year. Since County may be admitted to the Council with voting representatives from one, two or three Supervisorial Districts, the dues to be paid by County will be based upon the number of Supervisorial Districts that will represent the County in the Council. County, in its sole discretion, may be admitted to the Council with representation from fewer than three Supervisorial Districts and may subsequently increase County's representation by one or more additional Supervisorial Districts contingent only on payment in full at the time that any additional Supervisorial District commences representation of the County of all dues for the then current fiscal year for said Supervisorial District. An Eligible Public Entity may be admitted regardless of whether it adopted and signed this Agreement before or after the Effective Date (as defined in Section 29 of this Agreement). No vote of the Board of Directors shall be required to

admit an Eligible Public Entity.

D. Admitting New Members. New Members who are not Eligible Public Entities may be admitted to the Council upon an affirmative vote of not less than fifty percent (50%) plus one (1) of the total voting membership of the Board provided that such a proposed new Member is a city or other public entity whose jurisdiction, or part thereof lies within and/or immediately adjacent to, Southeast Los Angeles County. Admission shall be subject to such terms and conditions as the Board of Directors may deem appropriate.

Section 25. Interference With Function of Members. The Board of Directors shall not take any action which constitutes an interference with the exercise of lawful powers by a Member of the Council.

Section 26. Dues of Member. The Members of the Council shall be responsible for the payment to the Council, annually, of dues in the amounts periodically budgeted by the Board, as and for the operating costs of the Council ("Dues") as provided in the Bylaws.

Section 27. Disposition of Assets. Upon termination of this Agreement, after the payment of all obligations of the Council, any assets remaining shall be distributed to the Members in proportion to the then obligation of those Members' obligation to participate in the funding of the Council as provided in Section 26 hereof.

Section 28. Amendment. This Agreement may be amended at anytime with the consent of fifty percent (50%) plus one (1) of all of the legislative bodies of the then parties hereto.

Section 29. Effective Date. The effective date ("Effective Date") of this Agreement shall be the first date on which fifty percent (50%) plus one (1) of the Eligible Public Entities adopt and sign this Agreement.

That the Members of this Joint Powers Agreement have caused this Agreement to be executed on their behalf, respectively, as follows:

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ATTEST:

COUNTY OF LOS ANGELES

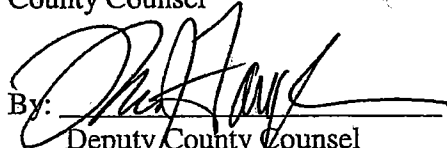
SACHI A. HAMAI
Executive Officer of
The Board of Supervisors

By: _____
Chairman, Board of Supervisors

By: _____
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By: 
Deputy County Counsel

EXECUTION COPY

EXHIBIT A

Artesia	Lakewood
Avalon	Long Beach
Bell	Lynwood
Bell Gardens	Maywood
Bellflower	Montebello
Cerritos	Norwalk
Commerce	Paramount
Compton	Pico Rivera
Cudahy	Santa Fe Springs
Downey	Signal Hill
Hawaiian Gardens	South Gate
Huntington Park	Vernon
La Habra Heights	Whittier
La Mirada	County of Los Angeles

ATTACHMENT B

BYLAWS
GATEWAY CITIES COUNCIL OF GOVERNMENTS
(A JOINT POWERS AUTHORITY)

PREAMBLE

The Gateway Cities Council of Governments (the "Council") is an agency voluntarily established by its Members pursuant to a Joint Exercise of Powers Agreement ("Agreement") for the purpose of providing a vehicle for the Members to engage in regional and cooperative planning and coordination of government services and responsibilities to assist the Members in the conduct of their affairs. In addition, the Council will provide a regional organization for the review of federal, state, and/or regional projects and studies which involve the use of federal, state and/or regional funds, in various forms.

It is the clear intent among the Members that the Council shall not possess the authority to compel any of its members to conduct any activities or implement any plans or strategies that they do not wish to undertake (except for the payment of dues). The goal and intent of the Council is one of voluntary cooperation among the Members for the

collective benefit of cities and unincorporated communities in Southeast Los Angeles
County.

Article I. Definitions

The terms "Agreement," "Alternate Board Representative," "Board," "Chair," "Council," and "Board Representative," as used in these Bylaws are defined in the Agreement and said definitions are incorporated herein by reference.

The term "President" shall mean the Chair, as defined in the Agreement, who shall be the chairperson of the Board, shall conduct all meetings of the Board and perform such other duties and functions as required of such person by provisions of applicable law, the Agreement, these Bylaws or by the direction of the Board.

The term "Vice President" shall mean the Vice Chair, as defined in the Agreement, who shall serve as President in the absence of the President and shall perform such duties as may be required by provisions of applicable law, the Agreement, these Bylaws, or by the direction of the Board or the President.

Article II. Membership and Representation

A. Membership. Members shall withdraw from or be admitted to the Council in accordance with Section 24 of the Agreement.

B. Representation.

1. The Board Representative and Alternate Board Representative for a Member shall be designated by a minute or similar action of that entity's legislative body.

2. Names of Board Representatives and Alternate Board Representatives shall be communicated to the Board by the appointing Member in writing.

3. Board Representatives and Alternate Board Representatives shall serve until a successor is appointed.

Article III. Board

A. Powers and Duties. The powers and duties of the Board, subject to the limitations of applicable law, the Agreement and these Bylaws, shall include:

1. All of the powers of the Council provided in Section 4 of the Agreement, except as may be expressly delegated to others pursuant to the provisions of the Agreement, these Bylaws or by the direction of the Board shall be exercised by and through the Board.

2. Making policy decisions and determining policy matters for the Council.

3. Conducting the affairs of the Council.
4. Appointing, fixing the compensation of and removing an Executive Director and other staff of the Council.
5. Annually reviewing the proposed Council budget and assessment schedule submitted by the Executive Director and adopting an annual budget and an assessment schedule.
6. Appointing Standing Committees and, if necessary, committees to study specific problems, programs, or other matters which it has approved for study.
7. Acting upon policy recommendations including policy recommendations from committees.

B. Meetings.

1. Regular meetings of the Board shall be held at least annually. At least one meeting to be held in June of each year for the purpose of adopting an annual budget. Special meetings of the Board may be called by the President. All meetings of the Council shall be called and conducted, and an agenda posted, in accordance with the Ralph M. Brown Act, Government Code Section 54950 *et seq.*, as it now exists or may hereafter be

amended. Members shall direct their Clerks to comply with all notice and agenda posting requirements deemed necessary by the Board.

2. Meetings of the Executive Committee shall be held monthly at the time, date and place as set by the Executive Committee.

3. Council committees shall meet on the call of their chairperson or as otherwise provided herein and in compliance with applicable law.

C. Voting. Voting on the Board shall be conducted as prescribed in the Agreement. Further, voting may be either by voice or roll call vote. A roll call vote shall be conducted upon the demand of five participating representatives, or at the discretion of the presiding officer.

D. Second Vice President and Immediate Past President. The Second Vice President shall serve as President in the absence of the President and First Vice President and shall perform such duties as may be required by provisions of applicable law, the Joint Exercise of Powers Agreement, the Bylaws, or by the direction of the Board or President. The Second Vice President shall be elected at the annual meeting of the Board. The title of Vice President shall be known as First Vice President hereinafter.

The Immediate Past President shall be the outgoing President of the prior term. The Immediate Past President shall be elected at the annual meeting of the Board. If there is no Immediate Past President, then a former past president shall be elected at the annual meeting of the Board.

Election of officers and Executive Committee members shall be by a majority vote of Board members present after a quorum is established.

Article IV. Executive Committee

A. Membership and Elections. Members of the Executive Committee shall be the President, First Vice-President, Second Vice President and Immediate Past President of the Board of Directors and shall serve as the President, First Vice-President, Second Vice President and Immediate Past President of the Executive Committee. Eight additional Board representatives shall be elected by the Board of Directors to serve as members of the Executive Committee. Additional positions on the Executive Committee shall be the Mayor of the City of Long Beach and a Member of the Los Angeles County Board of Supervisors, or his or her designee, rotated on an annual basis amongst the Supervisors of the First, Second and Fourth Supervisorial Districts. A representative selected by the Port of Long Beach shall serve on the Executive Committee as a non-voting member. The Board of Directors shall encourage geographical equity with respect to Executive Committee membership.

Nominations for candidates shall be received from the floor and presented to the Board at its annual meeting at which elections are conducted.

B. Powers and Duties. The powers and duties of the Executive Committee, subject to the limitations of applicable law, the Agreement and these bylaws, shall include the authority to act on behalf of the Board of Directors, between meetings of the Board, within the scope of the adopted budget and within basic policies of the Board.

C. Meetings.

1. Regular meetings of the Executive Committee shall be held monthly. Special meetings of the Executive Committee may be called by the President. All meetings of the Executive Committee shall be called and conducted, and an agenda posted, in accordance with the Ralph M. Brown Act, Government Code Section 54950 *et seq.*, as it now exists or may hereafter be amended.

2. The time, date and location of regular meetings of the Executive Committee shall be as set by the Executive Committee.

D. Quorum.

A quorum of the Executive Committee shall consist of not less than fifty percent (50%) of its total voting membership.

E. Compensation.

Members of the Board of Directors shall be entitled to one-hundred dollars (\$100) in compensation for attendance at each Board of Directors meeting. Members of the Executive Committee shall be entitled to one-hundred dollars (\$100) in compensation for attendance at each Executive Committee meeting, provided, however, that Members of the Executive Committee shall not be entitled to compensation for attendance at Executive Committee meetings that are conducted concurrently with Board of Directors meetings.

Article V. Executive Director

The powers and duties of the Executive Director are:

A. Subject to the authority of and as directed by the Board, to administer the affairs of the Council.

B. Subject to the authority of and as directed by the Board, to appoint, direct and remove all employees of the Council and to retain consultants.

C. Annually to prepare and present a proposed budget to the Board of Directors and to control the approved budget.

D. To attend the meetings of the Board.

E. To perform such other and additional duties as the Board, these Bylaws, the Agreement or applicable law may require.

Article VI. Others and Employees

A. **Secretary.** There shall be a Secretary of the Council who shall have no vote on the Board. The Secretary shall keep a record of all proceedings and perform the usual duties of such office.

B. **Treasurer and Auditor.** Pursuant to Government Code section 6505.6, the Treasurer of the Council and the Auditor of the Council shall be the same person. The Board shall, in accordance with applicable law, designate a qualified person to act as the Treasurer/Auditor, provided, however, that no Board Representative who holds an office may be appointed to be the Treasurer/Auditor of the Council. The

Treasurer/Auditor shall possess the powers of, and shall perform those functions required by, Government Code sections 6505, 6505.5 and 6505.6, and all other applicable laws and regulations, including any subsequent amendments thereto. The Treasurer/Auditor shall have custody of all funds and shall provide for strict accountability thereof in accordance with Government Code section 6505.5 and other applicable laws. The Treasurer/Auditor shall annually cause an independent audit to be made by a certified public accountant, or public accountant, in accordance with Government Code sections 6505 and 6505.6. The Treasurer/Auditor shall perform all of the duties required in Government Code section 6505 and following, and such other duties as may be prescribed by provisions of applicable law, the Agreement, these Bylaws or by the direction of the Board.

C. Additional Officers and Employees. The Board shall have the power to authorize such additional officers and employees as may be appropriate. Such officers and employees may also be, but are not required to be, officers and employees of the individual Members. None of the officers, agents, or employees appointed by the Board shall be deemed, by reason of their employment by the Board, to be employed by any of the Members or, by reason of their employment by the Board, to be subject to any of the requirements of such Members.

D. Bonding Requirement. The officers or persons who have charge of, handle, or have access to any property of the Council shall be persons designated as such by the Board. Each such designated officer or person shall be required to file an official

bond with the Board, at the expense of the Board, in an amount which shall be established by the Board. Should the existing bond or bonds of any such officer be extended to cover the obligations provided herein, said bond shall be the official bond required herein. The premiums on any such bonds attributable to the coverage required herein shall be appropriate expenses of the Council.

E. Status of Members' Officers and Employees. As provided in Government Code section 6513, all of the privileges and immunities from liability and other benefits which apply to the activity of officers, agents, or employees of any of the Members when performing their respective functions within the territorial limits of their respective public agencies shall apply to them while engaged in the performance of any of their functions and duties extraterritorially under this Agreement.

Article VII. Standing and Ad Hoc Committees

The Board may establish Standing and Ad Hoc Committees. The Standing and Ad Hoc Committees shall be for the purpose of developing recommendations to the Board. All Standing and Ad Hoc Committees shall have a written statement of purpose, and the Ad Hoc Committees shall in addition have a written statement of charges, before they are formed. The President shall recommend, and the Board shall appoint by a vote of fifty percent (50%) plus one (1), the members to the Standing and Ad Hoc Committees. Members to the Standing and Ad Hoc Committees shall be appointed for one year terms.

In making recommendations for members to the Standing and Ad Hoc Committees, the President shall consider regional representation. A quorum of a Standing or Ad Hoc Committee shall be fifty percent (50%) plus one (1) of its membership. All Standing or Ad Hoc Committees shall be chaired by a Board Representative. The meetings of the Standing and Ad Hoc Committees shall be held in accordance with the Ralph M. Brown Act (Government Code section 54950 *et seq.*).

Article VIII. General Assembly

A General Assembly may be called by the President of the Board at any time to discuss issues and make recommendations to the Board. All elected officials of the legislative bodies of all Members shall be members of the General Assembly. The General Assembly is not required to meet. The President of the Board shall be the President of the General Assembly.

Article IX. Budgets, Dues and Disbursements

A. Annual Budget. The Board shall adopt a Budget annually prior to July 1 of each calendar year.

B. Budget Amendments. The Board, or the Executive Committee acting on behalf of the Board, may at any time amend the budget to appropriate surplus

funds or to incorporate additional income and disbursements that might become available to the Council for its purposes during a fiscal year.

C. Fiscal Year. The Council shall be operated on a fiscal year basis beginning on July 1 of each year and continuing until June 30.

D. Accounts. All funds shall be placed in appropriate accounts and the receipt, transfer, or disbursement of such funds shall be accounted for in accordance with generally accepted accounting principles applicable to governmental entities and pursuant to Government Code section 6505 and any other applicable laws. There shall be strict accountability of all funds. All revenues and expenditures shall be reported to the Board.

E. Expenditures Within Approved Annual Budget. All expenditures shall be made within the approved annual budget, as may be amended pursuant to subparagraph B of this Article IX. No expenditures in excess of those budgeted shall be made without the approval of a majority of a quorum of the Board.

F. Audit. The records and accounts of the Council shall be audited annually by an independent certified public accountant, or public accountant, in compliance with Government Code sections 6505.5 - 6505.6, and copies of such audit report shall be filed with the State Controller and each party to the Council no later than fifteen (15) days after receipt of said audit by the Board.

G. Dues. The Members of the Council shall be responsible for the payment to the Council, annually, of dues in the amounts periodically budgeted by the Board, as and for the operating costs of the Council ("Dues"). Sixty (60) days notice shall be provided to Members of the date of the meeting at which Dues are to be determined for the following year.

H. Reimbursement of Funds. Grant funds received by the Council from any federal, state, or regional agency to pay for budgeted expenditures for which the Council has received all or a portion of said funds from the parties hereto shall be used as determined by the Board.

Article X. Amendments

Amendments to these Bylaws may be proposed by a Board Representative. A vote of fifty percent (50%) plus one (1) of the total voting membership of the Board is required to adopt an Amendment.

BYLAWS
OF THE
GATEWAY CITIES COUNCIL OF GOVERNMENTS
A JOINT POWERS AUTHORITY

June 2005

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ATTACHMENT C

AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT
WESTSIDE CITIES COUNCIL OF GOVERNMENTS
(A JOINT POWERS AUTHORITY)

This Joint Exercise of Powers Agreement ("Agreement") is made and entered into by and between the public entities (collectively, "Members") whose names are set forth on Exhibit A, attached hereto and incorporated herein by this reference, pursuant to Section 6500 et seq. of the Government Code and other applicable law:

W I T N E S S E T H:

The parties hereto do agree as follows:

Section 1. Recitals. This Agreement is made and entered into with respect to the following facts:

A. Historically, the Westside cities of Beverly Hills, Culver City, Santa Monica and West Hollywood, an informal association of elected officials and city managers of the Members, as well as the City of Los Angeles, through its City Councilmembers and staff, and the County of Los Angeles, through its Board members and staff, have played a valuable role in serving as a forum for the exchange of ideas and information; however, the growing need for cities in the Westside area of Los Angeles County to develop and implement their own subregional policies and plans and voluntarily and cooperatively resolve differences among themselves requires a more representative and formal structure;

B. The public interest requires a joint powers agency to conduct studies and projects designed to improve and coordinate the common governmental responsibilities and services on an area-wide and subregional basis through the establishment of a council of governments;

C. The public interest requires that an agency explore areas of inter-governmental cooperation and coordination of government programs and provide recommendations and solutions to problems of common and general concern to its Members;

D. The public interest requires that an agency with the aforementioned goals not possess the authority to compel any of its members to conduct any activities or implement any plans or strategies that they do not wish to undertake (except for the payment of dues, if any);

E. Each Member is a governmental entity established by law with full powers of government in legislative, administrative, financial, and other related fields;

F. Each Member, by and through its legislative body, has determined that a subregional organization to assist in planning and voluntary coordination among the Westside area of Los Angeles County is required in furtherance of the public interest, necessity and convenience; and

G. Each Member, by and through its legislative body, has independently determined that the public interest, convenience and necessity require the execution of this Agreement by and on behalf of each such Member.

Section 2. Creation of Separate Legal Entity. It is the intention of the Members to create, by means of this Agreement, a separate legal entity within the meaning of Section 6503.5 of the Government Code. Accordingly, there is hereby created a separate legal entity, which shall exercise its powers in accordance with the provisions of this Agreement and applicable law.

Section 3. Name. The name of the said separate legal entity shall be the Westside Cities Council of Governments ("WSCCOG").

Section 4. Purpose and Powers of the WSCCOG.

A. Purpose of WSCCOG. The purpose of the creation of the WSCCOG is to enable the Members to voluntarily engage in regional and cooperative planning and coordination of government services and responsibilities so as to assist the Members in the conduct of their affairs. The WSCCOG shall not possess the authority to compel any of its members to conduct any activities or implement any plans or strategies that they do not wish to undertake (except for the payment of dues). The goal and intent of the WSCCOG is one of voluntary cooperation among the Members for the collective benefit of the Westside area of Los Angeles County.

B. Common Powers. The WSCCOG shall have, and may exercise, the following powers:

1. Serve as an advocate in representing the Members of the Westside Cities Council of Governments at the regional, state and federal levels on issues of importance to the Westside area of Los Angeles County;
2. Serve as a forum for the review, consideration, study, development and recommendation of public policies and plans with regional significance;
3. Assemble information helpful in the consideration of problems peculiar to the Members;
4. Utilize Member resources or other public or public/private groups to carry out its programs and projects;
5. Explore practical avenues for voluntary intergovernmental cooperation, coordination and action in the interest of local public welfare and improving the administration of governmental services;
6. Assist in coordinating subregional planning efforts and in resolving conflicts among the Members as they work toward achieving planning goals;
7. Build a consensus among the Members on the implementation of policies and programs for addressing subregional and regional issues;
8. Serve as a mechanism for obtaining state, federal and regional grants to assist in financing the expenditures of the WSCCOG;
9. Make and enter into contracts, including contracts for the services of engineers, consultants, planners, attorneys and single purpose public/private groups;
10. Employ agents, officers and employees;
11. Apply for, receive and administer a grant or grants under any federal, state, or regional programs;
12. Receive gifts, contributions and donations of property, funds, services and other forms of financial assistance from persons, firms, corporations and any governmental entity;
13. Acquire, construct, lease, manage, maintain, own and operate any buildings, works, or improvements;
14. Incur debts, liabilities and obligations;
15. Sue and be sued.

C. Exercise of Powers. The WSCCOG shall, in addition, have all implied powers necessary to perform its functions. It shall exercise its powers only in a manner consistent with the provisions of applicable law, this Agreement and the Bylaws. In accordance with Government Code Section 6509, the powers of the WSCCOG shall be exercised in the manner prescribed in the Joint Exercise of Powers Act, Government Code Sections 6500 et seq., as that Act now exists and may hereafter be amended, and shall be subject to the restrictions upon the manner of exercising such powers that are imposed upon the City of Santa Monica, a charter law city, in the exercise of similar powers provided however, that if the City of Santa Monica shall cease to be a member, then the WSCCOG shall be restricted in the exercise of its power in the same manner as the City of Culver City, a charter law city.

Section 5. Creation of Governing Board. There is hereby created a Governing Board for the WSCCOG ("Governing Board") to conduct the affairs of the WSCCOG. The Governing Board shall be constituted as follows:

A. Designation of Governing Board Representatives.

1. The city councils of the cities of Beverly Hills, Culver City, Santa Monica and West Hollywood shall each designate one of their council members as a representative to the Governing Board ("Governing Board Representative").
2. The city council of the City of Los Angeles shall designate one council member from a council district that is located immediately adjacent to any portion of the cities of Beverly Hills, Culver City, Santa Monica or West Hollywood as its sole representative to the Governing Board ("Governing Board Representative").
3. The Board of Supervisors of the County of Los Angeles shall designate one member of the Board from the Third, Second or Fourth Supervisorial District as its sole representative to the Governing Board ("Governing Board Representative").

B. Designation of Alternate Governing Board Representatives.

1. The city councils of the cities of Beverly Hills, Culver City, Santa Monica, West Hollywood shall each designate one of their council members as an alternate representative to serve in the absence of the Governing Board Representative ("Alternate Governing Board Representative").
2. The city council of the City of Los Angeles shall designate one council member from a council district that is located immediately adjacent to any portion of the cities of Beverly Hills, Culver City, Santa Monica or West Hollywood as an alternate representative to serve in the absence of the Governing Board Representative ("Alternate Governing Board Representative").
3. The Board of Supervisors of the County of Los Angeles shall designate one member of its Board from the Third, Second or Fourth Supervisorial District as an alternate representative to serve in the absence of the Governing Board Representative ("Alternative Governing Board Representative").

C. Eligibility. No person shall be eligible to serve as a Governing Board Representative or an Alternate Governing Board Representative unless that person is, at all times during the tenure of that person as a Governing Board Representative or Alternate Governing Board Representative, a member of the legislative body of one of the appointing Members. In addition, the Governing Board Representative and the Alternate Governing Board Representative of the City of Los Angeles must be a council member from a district that is located immediately adjacent to any portion of the cities of Beverly Hills, Culver City, Santa Monica or West Hollywood. The designation of a Governing Board Representative and Alternate Governing Board Representative shall be evidenced in writing to the Chair of the WSCCOG. Should any person serving on the Governing Board fail to maintain the status as required by this Section 5, that person's position on the Governing Board shall be deemed vacated as of the date such person ceases to qualify pursuant to the provisions of this Section 5 and the Member shall be entitled to appoint a qualified replacement.

D. Compensation. Governing Board Representatives and Governing Board Representative Alternates shall receive no compensation but may be reimbursed for expenses necessarily and reasonably incurred in connection with their service on the WSCCOG.

E. Notwithstanding the provisions of paragraph (C) above and Section 7 (A) herein, the legislative body of each Member may establish a procedure to provide for its representation at a Board meeting by an elected member of its legislative body in the event that neither the Governing Board Representative nor the Alternate Governing Board Representative are available to attend.

Section 6. Use of Public Funds and Property. The WSCCOG shall be empowered to utilize for its purposes, public and private funds, property and other resources received from the Members and from other sources. Subject to the approval of the Governing Board of the WSCCOG, the Members shall participate in the funding of the WSCCOG in such a manner as the Governing Board shall prescribe, subject to the provisions of Section 23 of this Agreement.

Where applicable, the Governing Board of the WSCCOG may permit one or more of the Members to provide in kind services, including the use of property, in lieu of devoting cash to the funding of the WSCCOG's activities.

Section 7. Functioning of Governing Board.

A. Voting and Participation. Each Member may cast only one vote for each issue before the Governing Board through its representatives. An Alternate Governing Board Representative may participate and vote in the proceedings of the Governing Board only in the absence of that Member's Governing Board Representative. Governing Board Representatives and Alternate Governing Board Representatives, when seated on the Governing Board, shall be entitled to vote on matters pending before the Governing Board only if such person is physically present at the meeting of the Governing Board and if the Member, which that Governing Board Representative or Alternate Governing Board Representative represents, has timely and fully paid dues as required by this Agreement and the Bylaws.

B. Proxy Voting. No absentee ballot or proxy shall be permitted.

C. Quorum. A quorum of the Governing Board shall consist of a majority of its total voting membership.

D. Committees. As needed, the Governing Board may create permanent or ad hoc advisory committees to give advice to the Governing Board on such matters as may be referred to such committee by the Governing Board. All committees shall have a stated purpose before they are formed and shall remain in existence until they are dissolved by the Governing Board. Qualified persons shall be appointed to such committees by the Governing Board and each such appointee shall serve at the pleasure of the Governing Board. Committees, unless otherwise provided by law, this Agreement, the Bylaws or by direction of the Governing Board, may be composed of representatives to the Governing Board and other persons.

E. Actions. Actions taken by the Governing Board shall be by a majority of the voting representatives of the Governing Board which are present with a quorum in attendance, unless by a provision of applicable law, this Agreement, the Bylaws or by direction of the Governing Board, a higher number of votes is required to carry a particular motion.

Section 8. Duties of the Governing Board. The Governing Board shall be deemed, for all purposes, the policy making body of the WSCCOG. All of the powers of the WSCCOG, except as may be expressly delegated to others pursuant to the provisions of applicable law, this Agreement, the Bylaws or by direction of the Governing Board, shall be exercised by and through the Governing Board.

Section 9. Roberts Rules of Order. The substance of Roberts Rules of Order shall apply to proceedings of the Governing Board, except as may otherwise be provided by provisions of applicable law, this Agreement, the Bylaws or by direction of the Governing Board.

Section 10. Meetings of Governing Board. The Governing Board shall, by means of the adoption of Bylaws, establish the dates and times of regular meetings of the Governing Board. The location of each such meeting shall be as directed by the Governing Board.

Section 11. Election of Chair and Vice Chair. The Chair of the Governing Board, shall conduct all meetings of the Governing Board and perform such other duties and functions as required of such person by provisions of applicable law, this Agreement, the Bylaws or by the direction of the Governing Board. The Vice Chair shall serve as Chair in the absence of the Chair and shall perform such duties as may be required by provisions of applicable law, this Agreement, the Bylaws, or by the direction of the Governing Board or the Chair. At the first regular meeting of the Governing Board, a Governing Board Representative shall be elected to the position of Chair by the Governing Board, and a different-Governing Board Representative shall be elected to the position of Vice Chair of the Governing Board. The terms of office of the Chair and Vice Chair elected at the first regular meeting of the Governing Board shall continue through the first July 1 of their terms and expire on the second July 1, and elections to determine their successors shall not be held until the first regular meeting of the May preceding the second July 1. Thereafter, a Governing Board Representative shall be elected annually to the position of Chair, and a different Governing Board Representative shall be elected to the position of Vice Chair of the Governing Board at the first

regular meeting of the Governing Board held in May of each calendar year. The terms of office of the Chair and Vice Chair shall commence the July 1 of that calendar year and expire on the following July 1. If there is a vacancy, for any reason, in the position of Chair or Vice Chair, the Governing Board shall forthwith conduct an election and fill the vacancy for the unexpired term of such prior incumbent.

Section 12. Designation of and Duties of Treasurer. The Treasurer of one of the Members shall serve as Treasurer of the WSCCOG for a term of three (3) years. Upon expiration or earlier termination of the term, the Treasurer of the Member entity whose representative then serves as the Chair of the Governing Board shall serve as the Treasurer for the WSCCOG. Should that person have just served as Treasurer or otherwise not be available, then the Treasurer of the Member entity whose representative then serves as Vice Chair shall serve as the Treasurer. The Treasurer shall have charge of the depositing and custody of all funds held by the WSCCOG. The Treasurer shall perform such other duties as may be imposed by provisions of applicable law, including those duties described in section 6505.5 of the Government Code, and such duties, as may be required by this Agreement, the Bylaws and by the direction of the Governing Board.

Section 13. Designation of Other Officers and Employees. The Governing Board may employ such other officers or employees as it deems appropriate and necessary to conduct the affairs of the WSCCOG.

Section 14. Obligations of WSCCOG. The debts, liabilities and obligations of the WSCCOG ("WSCCOG Obligations") shall be the debts, liabilities or obligations of the WSCCOG alone. The Obligations shall not constitute debts, liabilities and obligations of the Members, and the Members shall have no liability therefore.

Section 15. Control and Investment of WSCCOG Funds. The Governing Board shall adopt a policy for the control and investment of its funds and shall require strict compliance with such policy. The policy shall comply, in all respects, with all provisions of applicable law.

Section 16. Implementation Agreements. When authorized by the Governing Board, affected Members may execute an Implementation Agreement for the purpose of authorizing the WSCCOG to implement, manage and administer area-wide and regional programs in the interest of the local public welfare. The costs incurred by the WSCCOG in implementing a program, including indirect costs, shall be assessed only to those Members who are parties to that Implementation Agreement.

Section 17. Term. The WSCCOG created pursuant to this Agreement shall continue in existence until such time as this Agreement is terminated. This Agreement may not be terminated except by an affirmative vote of a majority of the then total voting membership of the Governing Board.

Section 18. Application of Laws to WSCCOG Functions. The WSCCOG shall comply with all applicable laws in the conduct of its affairs, including, but not limited to, the Ralph M. Brown Act. (Section 54950 et seq. of the Government Code.)

Section 19. Members.

A. Withdrawal. A Member may withdraw from the WSCCOG by filing its written notice of withdrawal with the Chair of the Governing Board 60 days before the actual withdrawal. Such a withdrawal shall be effective at 12:00 o'clock a.m. on the last day of that 60-day period. The withdrawal of a Member shall not in any way discharge, impair or modify the voluntarily-assumed obligations of the withdrawn Member in existence as of the effective date of its withdrawal. Withdrawal of a Member shall not affect the remaining Members. A withdrawn Member shall not be entitled to the return of any funds or other assets belonging to the WSCCOG, until the effective date of termination of this Agreement, except that a withdrawn Member shall be entitled to the pro-rated balance of the annual dues paid for the year by that Member which were intended for the remaining part of that year. Withdrawal from any Implementation Agreement shall not be deemed withdrawal from the WSCCOG.

B. Non-Payment of Dues. If a Member fails to pay dues within three months of the annual dues assessment as required under Section 22 of this Agreement and the Bylaws, and after a 30-day written notice is provided to that Member, the Member shall be deemed to be suspended from this Agreement and the WSCCOG. When a Member is suspended, no representative of that Member shall participate or vote on the Governing Board. Such a Member shall

be readmitted only upon the payment of all dues then owed by the Member, including dues incurred prior to the suspension and during the suspension.

C. Admitting New Members. New Members may be admitted to the WSCCOG upon an affirmative vote of a majority of the total voting membership of the Governing Board provided that such a proposed new Member is a city or other public agency whose jurisdiction, or part thereof, lies within or immediately adjacent to any city which is a member of WSCCOG. Admission shall be subject to such terms and conditions as the Governing Board may deem appropriate.

Section 20. Interference with Function of Members. The Governing Board shall not take any action which constitutes an interference with the exercise of lawful powers by a Member of the WSCCOG.

Section 21. Dues of Members. The Members of the WSCCOG shall be responsible for the payment to the WSCCOG, annually, of dues, if any, in the amounts periodically budgeted by the Governing Board, as and for the operating costs of the WSCCOG, as provided in the Bylaws.

Section 22. Disposition of Assets. Upon the winding up and dissolution of the WSCCOG, after paying or adequately providing for the debts and obligations of the WSCCOG, the remaining assets of the WSCCOG shall be distributed to the parties to this Agreement in proportion to their contributions to the WSCCOG during its existence, pursuant to Government Code Section 6512. If for any reason the parties to the Agreement are unable or unwilling to accept the assets of the WSCCOG, said assets will be distributed to the State of California or any local government for public purposes.

Section 23. Amendment. This Agreement may be amended at any time with the consent of a majority of the members by a majority vote of the legislative body of each Member.

Section 24. Effective Date. The effective date ("Effective Date") of this Agreement shall be the latest date of execution by a Member. This Agreement shall be binding upon and shall inure to the benefit of the successors of the Members, respectively. None of the Members may assign any right or obligation hereunder without the written consent of the other Members.

Section 25. Immunities. The provisions of Section 6513 of the Government Code are hereby incorporated into this Agreement.

Section 26. General Provisions.

A. Governing Law. This Agreement shall be deemed to have been made, and shall be construed and interpreted, in accordance with the laws of the State of California.

B. Notices. Any notice required hereunder must be in writing and shall be considered received upon delivery to the City or County Clerk of the party to be notified, or two (2) business days after deposit in the United States mail, postage prepaid and properly addressed to such City or County Clerk.

C. Execution in Counterparts. This Agreement may be executed on behalf of the respective Members in one or more counterparts, all of which shall collectively constitute one agreement.

D. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Agreement is for any reason held to be invalid or unenforceable by a court of competent jurisdiction, the remaining sections, subsections, sentences, clauses, phrases, or portions of this Agreement shall nonetheless remain in full force and effect. The governing body of each of the Members hereby declares that it would have adopted each section, subsection, sentence, clause, phrase, or portion of this Agreement, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions of this Agreement be declared invalid or unenforceable.

E. Enforcement of Agreement. The WSCCOG is hereby authorized to take any or all legal or equitable actions, including but not limited to injunctive relief and specific performance, necessary or permitted by law to enforce this Agreement.

F. No Third Party Beneficiaries. This Agreement is intended solely for the benefit of the WSCCOG and the parties to this Agreement, and no third party shall be deemed to be a beneficiary or to have any rights hereunder against the Authority or any of its Members.

The Members of this Joint Powers Agreement have caused this Agreement to be executed on their behalf as of the date specified below, respectively, as follows:

Attest:

City of Beverly Hills

Byron Pope
City Clerk

By: _____
Jimmy Delshad, Mayor

Date: _____

Approved as to Form:

By: _____
Roderick J. Wood, City Manager

Date: _____

Laurence S. Weiner
City Attorney

Attest:

City of Culver City

Christopher Armenta
City Clerk

By: _____
Alan Corlin, Mayor

Date: _____

Approved as to Form:

By: _____
Jerry Fulwood, City Manager

Date: _____

Carol Schwab
City Attorney

Attest:

City of Los Angeles

Frank T. Martinez
City Clerk

By: _____
Antonio R. Villaraigosa, Mayor

Date: _____

Approved as to Form:

By: _____
Karen L. Sisson, City Administrative Officer

Date: _____

Rockard Delgadillo
City Attorney

Attest:

Maria Stewart
City Clerk

Approved as to Form:

Marsha Jones Moutrie
City Attorney

Attest:

Tom West
City Clerk

Approved as to Form:

Michael Jenkins
City Attorney

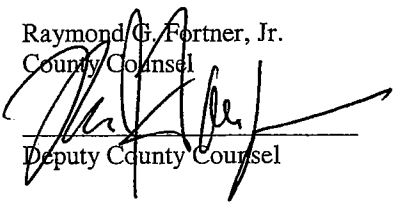
Attest:

Sachi A. Hamai
Executive Officer of the Board of Supervisors

Deputy

Approved as to Form:

Raymond G. Fortner, Jr.
County Counsel



Deputy County Counsel

City of Santa Monica

By: _____
Richard Bloom, Mayor

Date: _____

By: _____
P. Lamont Ewell, City Manager

Date: _____

City of West Hollywood

By: _____
John Duran, Mayor

Date: _____

By: _____
Paul Arevalo, City Manager

Date: _____

County of Los Angeles

By: _____
Chairman, Board of Supervisors

Date: _____

EXHIBIT A
Members

City of Beverly Hills
455 No. Rexford Drive
Beverly Hills, CA 90210
Attention: Roderick J. Wood
City Manager

City of Culver City
9770 Culver Boulevard
Culver City, CA 90232-0507
Attention: Jerry Fulwood
Chief Administrative Officer

City of Los Angeles
200 N. Spring Street
Los Angeles, CA 90012
Attention: Karen L. Sisson
City Administrative Officer

City of Santa Monica
1685 Main Street, Rm. 209
Santa Monica, CA 90401
Attention: P. Lamont Ewell
City Manager

City of West Hollywood
8300 Santa Monica Boulevard
West Hollywood, CA 90069
Attention: Paul Arevalo
City Manager

County of Los Angeles
Hall of Administration
500 West Temple Street
Los Angeles, CA 90012
Attention: Sachi A. Hamai
Executive Officer, Board of Supervisors

**BY-LAWS
WESTSIDE CITIES COUNCIL OF GOVERNMENTS**

PREAMBLE

The Westside Cities Council of Governments (the "WSCCOG") is an agency voluntarily established by its Members pursuant to a Joint Powers Agreement ("Agreement") for the purpose of enabling its Members to engage in regional and cooperative planning and coordination of government services and responsibilities so as to assist the Members in the conduct of their affairs. In addition, the WSCCOG will provide a regional organization for the review of federal, state, and regional projects and studies which involve the use of federal, state and regional funds, in various forms.

The WSCCOG shall not possess the authority to compel any of its members to conduct any activities or implement any plans or strategies that they do not wish to undertake (except for the payment of dues, if any). The goal and intent of the WSCCOG is one of voluntary cooperation among cities for the collective benefit of cities in the Westside area.

Article I - Definitions

The terms "Agreement," "Alternate Governing Board Representative," "WSCCOG," "Governing Board," "Governing Board Representative," and "Member" as used in these By-Laws are defined in the Agreement and said definitions are incorporated herein by reference.

Article II - Membership and Representation

A. Membership. Members shall withdraw from or be admitted to the WSCCOG in accordance with Section 19 of the Agreement.

B. Representation.

1. The Governing Board Representative and Alternate Governing Board Representative for a Member shall be designated by that Member's legislative body. Governing Board Representatives and Alternate Governing Board Representatives shall be appointed for one year.

2. Names of Governing Board Representatives and Alternate Governing Board Representatives shall be communicated to the Governing Board by the appointing Member in writing.

3. Governing Board Representatives and Alternate Governing Board Representatives shall serve until a successor is appointed, unless such person becomes ineligible as set forth in Section 5 of the Agreement.

4. The legislative body of each Member may establish a procedure to provide for its representation at a Board meeting by an elected member of its legislative body in the event that neither the Governing Board Representative nor the Alternate Governing Board Representative are available to attend.

Article III - Governing Board

A. Powers and Duties. The powers and duties of the Governing Board, subject to the limitations of applicable law, the Agreement and these By-Laws, shall include:

B. All of the powers of the WSCCOG provided in Section 4 of the Agreement, except as may be expressly delegated to others pursuant to the provisions of the Agreement, these By-Laws or by the direction of the Governing Board, shall be exercised by and through the Governing Board and shall include:

1. Making policy decisions and determining policy matters for the WSCCOG.

2. Conducting the affairs of the WSCCOG.

3. Annually reviewing the proposed WSCCOG budget and assessment schedule and adopting an annual budget and an assessment schedule.

4. Appointing , Standing Committees and, if necessary, committees to study specific problems, programs, or other matters which it has approved for study.

5. Acting upon policy recommendations including policy recommendations from committees.

C. Meetings.

1. Regular meetings of the Governing Board shall be held not less than four times a year. Special meetings of the Governing Board may be called by the Chair. All meetings of the WSCCOG shall be called and conducted, and an agenda posted, in accordance with the Ralph M. Brown Act, Government Code section 54950 et seq., as it now exists or may hereafter be amended. Members shall direct their Clerks to comply with all notice and agenda posting requirements deemed necessary by the Governing Board.

2. The time and date of regular meetings of the Governing Board shall be specified annually and may be modified by a majority vote of the Governing Board as required. The location of each meeting shall be determined at the preceding meeting by the Governing Board.

3. WSCCOG committees shall meet on the call of their chairperson or as otherwise provided herein and in compliance with applicable law.

D. Voting. Voting on the Governing Board shall be conducted as prescribed in the Agreement. Further, voting may be either by voice or roll call vote. A roll call vote shall be conducted upon the demand of any one representative, at the discretion of the presiding officer or as required by law.

Article IV - Officers and Employees

A. Chair and Vice Chair. The Chair of the Governing Board, shall conduct all meetings of the Governing Board and perform such other duties and functions as required of such person by provisions of applicable law, this Agreement, the Bylaws or by the direction of the Governing Board. The Vice Chair shall serve as Chair in the absence of the Chair and shall perform such duties as may be required by provisions of applicable law, this Agreement, the Bylaws, or by the direction of the Governing Board or the Chair. At the first regular meeting of the Governing Board, a Governing Board Representative shall be elected to the position of Chair by the Governing Board, and a different-Governing Board Representative shall be elected to the position of Vice Chair of the Governing Board. The terms of office of the Chair and Vice Chair elected at the first regular meeting of the Governing Board shall continue through the first July 1 of their terms and expire on the second July 1, and elections to determine their successors shall not be held until the first regular meeting of the May preceding the second July 1. Thereafter, a Governing Board Representative shall be elected annually to the position of Chair, and a different Governing Board Representative shall be elected to the position of Vice Chair of the Governing Board at the first regular meeting of the Governing Board held in May of each calendar year. The terms of office of the Chair and Vice Chair shall commence the July 1 of that calendar year and expire on the following July 1. If there is a vacancy, for any reason, in the position of Chair or Vice Chair, the Governing Board shall forthwith conduct an election and fill the vacancy for the unexpired term of such prior incumbent.

B. Secretary. The Governing Board shall designate a Secretary. The Secretary shall keep a record of all proceedings and perform the usual duties of such office.

C. Treasurer. The Treasurer of one of the Members shall serve as Treasurer of the WSCCOG for a term of three (3) years. Upon expiration or earlier termination of the term, the Treasurer of the Member entity whose representative then serves as the Chair of the Governing Board shall serve as the Treasurer for the WSCCOG. Should that person have just served as Treasurer or otherwise not be available, then the Treasurer of the Member entity whose representative then serves as Vice Chair shall serve as the Treasurer. The Treasurer shall have custody of all funds and have the powers of, and shall perform those functions required by Government Code sections 6505, 6505.5 and 6505.6, as may be subsequently amended, and shall have such other duties as may be prescribed by other applicable laws and regulations, the Agreement, these By-Laws or by the direction of the Governing Board. The Treasurer shall ensure strict accountability of all funds and reporting of all receipts and disbursements of the WSCCOG. The Treasurer shall annually cause an independent audit to be made in accordance with Government Code section 6505.

D. Additional Officers and Employees. The Governing Board shall have the power to authorize such additional officers and employees as may be appropriate. Such officers and employees may also be, but are not required to be, officers and employees of the individual Members. None of the officers, agents, or employees appointed by the Governing Board shall be deemed, by reason of their employment by the Governing Board, to be employed by any of the Members or, by reason of their employment by the Governing Board, to be subject to any of the requirements of such Members.

E. Bonding Requirement. The officers or persons who have charge of, handle, or have access to any property of the WSCCOG shall be persons designated as such by the Governing Board. Each such designated officer or person shall be required to file an official bond with the Governing Board, at the expense of the Governing Board, in an amount which shall be established by the Governing Board. Should the existing bond or bonds of any such officers be extended to cover the obligations provided herein, said bond shall be the official bond required herein. The premiums of any such bonds attributable to the coverage required herein shall be appropriate expenses of the WSCCOG.

F. Status of Members, Officers and Employees. As provided in Government Code section 6513, all of the privileges and immunities from liability and other benefits which apply to the activity of officers, agents, or employees of any of the Members when performing their respective functions within the territorial limits of their respective public agencies shall apply to them while engaged in the performance of any of their functions and duties extraterritorially under this Agreement.

Article V – City Managers/Staff Recommendations

The Governing Board shall receive and consider recommendations collectively made from time to time by executive management staff, including the Westside Cities City Managers, a City of Los Angeles staff representative and a Los Angeles County staff representative.

Article VI - Budgets, Dues and Disbursements

A. Annual Budget. The Governing Board shall adopt a Budget annually prior to July 1 of each calendar year.

B. Budget Amendments. The Governing Board may at any time amend the budget to incorporate additional income and disbursements that might become available to the WSCCOG for its purposes during a fiscal year.

C. Fiscal Year. The WSCCOG shall be operated on a fiscal year basis beginning on July 1 of each year and continuing until the following June 30.

D. Accounts. All funds shall be placed in appropriate accounts and the receipt, transfer, or disbursement of such funds shall be accounted for in accordance with generally accepted accounting principles applicable to governmental entities and pursuant to Government Code section 6505 and any other applicable laws. There shall be strict accountability of all funds. All revenues and expenditures shall be reported to the Governing Board.

E. Expenditures Within Approved Annual Budget. All expenditures shall be made within the approved annual budget. No expenditures in excess of those budgeted shall be made without the approval of a majority of a quorum of the Governing Board.

F. Audit. The records and accounts of the WSCCOG shall be audited annually by an independent certified public accountant, or public accountant, in compliance with Government Code sections 6505, and copies of such audit report shall be filed with the State Controller, the Los Angeles County Auditor and each party to the WSCCOG no later than fifteen (15) days after receipt of said audit by the Governing Board.

G. Dues. The Members of the WSCCOG shall be responsible for payment to the WSCCOG, annually, of dues, if any, in the amounts periodically budgeted by the Governing Board, as and for the operating costs of the WSCCOG. Sixty (60) days notice shall be provided to Members of the date of the meeting at which dues are to be determined for the following year.

H. Reimbursement of Funds. Grant funds received by the WSCCOG from any federal, state, or regional agency to pay for budgeted expenditures for which the WSCCOG has received all or a portion of said funds from the parties hereto shall be used as determined by the Governing Board.

Article VII - Amendments

Amendments to these By-Laws may be proposed by a Governing Board Representative. The Amendment shall be submitted to the Governing Board at a meeting at least one month prior to the meeting at which the Amendment is voted upon. A vote of the majority of the total voting membership of the Governing Board is required to adopt an Amendment.